

41

DET 138717
UNITED STATES DISTRICT COURT
for the
Eastern District of Michigan

Case: 2:21-cv-12979
Judge: Borman, Paul D.
MJ: Grand, David R.
Filed: 12-21-2021 At 01:59 PM
CMP TAYLOR V. MONROE COUNTY SHERIFFS
OFFICE ET AL (DA)

Plaintiff,

Sharon Taylor

VS

Monroe County Sheriff's Office
Monroe County Sheriff's Office Civil Division
Deputy Stephen Yeary
Defendants

Monroe County Sheriff's Office
Monroe County Sheriff's Office Civil Division
Deputy Stephen Yeary
100 East Second Street
Monroe, Michigan 48161
(734)-240-7400

Sharon Taylor, Plaintiff, In Pro Per
P.O. Box 505
Carleton, Michigan 48117
419-628-0187

COMPLAINT AND JURY DEMAND

NOW COMES the Plaintiff's Complaint and Jury Demand and states as follows:

1. On December 15, 2003 Plaintiff's purchased property location of 13486 Armstrong Road South Rockwood, Michigan 48179. Exhibit (1)
2. Plaintiffs were residents of the referenced property for about thirteen years.
3. After Approximately twelve (12) years of residence in the home, the Mortgage Lender Fifth Third Bank sent some information by mail to the plaintiffs alleging the reference property is now in a flood zone, and that the plaintiffs are required to pay flood insurance.

4. Plaintiff's research was in progress to investigate Fifth Third Banks allegations of the flood zone issue.
5. In the mean time of the flood zone research, the plaintiff refinanced her mortgage on the said property with a signed contract which states the new terms and conditions of the refinanced flood insurance was not required with the refinance and is not listed in the refinance contract under the new terms and conditions. Exhibit (2)
6. Following the Mortgage refinance, Fifth Third Bank continues to harass and threaten the plaintiff by illegally foreclosing on the said property.
7. The said property was illegally scheduled for public auction in Monroe County on February 11, 2016 by false allegations against the plaintiffs of a default regarding flood insurance. Exhibit (3)
8. Plaintiff filed a motion in the Monroe County Circuit Court set for a court hearing on February 5, 2016.
9. After Fifth Third Banks attorney's, Orlans and Associates, received notice of the February 5, 2016 motion hearing, the banks attorneys cancelled the illegal Public Auction on February 2, 2016, per the attorney Sogol Plagany of Orlans and Associates. Exhibit (3)
10. Following the February 2, 2016 cancellation of the illegal auction of the property a final hearing was scheduled for March 18, 2016 in the Monroe County Circuit court that would end this matter, and close the case. The case was ended, and closed on March 18, 2016. Exhibit (4)

11. On March 18, 2016, after the court hearing, the plaintiff went directly to the Monroe County Sheriff's Office Civil Division, to inform the Civil division that the February 11, 2016 Public Auction was cancelled on February 2, 2016 by Fifth Third Banks attorneys, Orlans and Associates, Sogol Plagany, attorney for Fifth Third Bank.
12. The Civil division clerk of the Monroe County Sheriff's Office, confirmed in writing, the February 2, 2016 cancellation of the Armstrong Road South Rockwood Michigan, was cancelled on February 2, 2016. Exhibit (5)
13. In hoping to continue on now, with all of torment from Fifth Third Bank and their attorneys behind me, approximately a couple of months later, in 2016, plaintiff gained knowledge that Fifth Third Bank and the banks attorneys Orlans and Associates, by fraudulent concealment, are patterning the same illegal act as previously, regarding the illegal possession, public auction, of the said property. Exhibit (6)
14. The plaintiff, again, contacted the Monroe County Sheriff's office Civil Division not to proceed with the illegal Public Auction scheduled for June 2, 2016, by reason the illegal sale of the said property was confirmed by the civil division on March 18, 2016. Cancelled on February 2, 2016. Exhibit (7) But instead, the plaintiffs plea to the Civil division was ignored, and the Monroe County Sheriff's office did proceed with the June 2, 2016 illegal public auction. Exhibit (8)
15. Notice of Eviction posted October 20, 2016 A.M. on plaintiffs front door, issued by the Monroe County Sheriff's office posted on the front door of plaintiff's home, 13486 Armstrong Road South Rockwood, Michigan 48179. Exhibit (9)

IN SUMMARY OF COMPLAINT AGAINST DEFENDANTS

1. Breach of Contract and Fraud

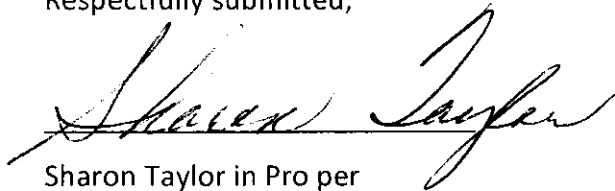
- a. By failing to cancel illegal public auction sale June 2, 2016 of 13486 Armstrong Road South Rockwood, Michigan 48179 that had already been cancelled by Fifth Third Bank and Orlans, and Associates P.C. on Tuesday February 2, 2016.
- b. Since the June 2, 2016 Public Auction of the said property, the plaintiff continued to receive harassment, public scrutiny, and slander from Fifth Third Bank and from Orlans and Associates P.C. as a result of the defendants wrongdoings.

As a plaintiff in this lawsuit, I have the burden to prove each and every element of my claim by the preponderance of the evidence. As to the material facts I have produced to the court, the plaintiff hopes to convince the judge, and or jury, as the convincing force. The plaintiff claims legitimate action by right of law, in demanding a jury who see, hear, and evaluate this lawsuit. All three defendants have failed, which has caused great pain and suffering, and by being robbed of living a normal life.

Considering the heavy consequences suffered by the plaintiff, due to the defendants action, should not be at the expense of the plaintiff. Therefor the plaintiff has suffered a substantial loss, as a result of the defendants wrong doing. Plaintiff reserves the right to state additional Affirmative Defenses, which may become known during the course of discovery in this case.

Wherefore the plaintiff requests a judgement in her favor against the defendants in the amount of 50,000,000 (Fifty Million Dollars) for bodily injury, property loss, and material loss, for emotional and physical pain, suffering, and punitive damages, plaintiffs attempt at recovering against the defendant.

Respectfully submitted,

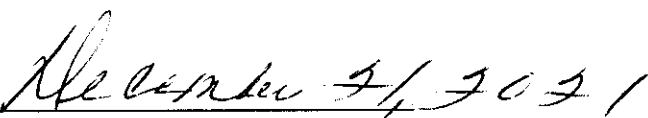


Sharon Taylor in Pro per
Plaintiff

P.O. Box 505

Carleton, MI 48117

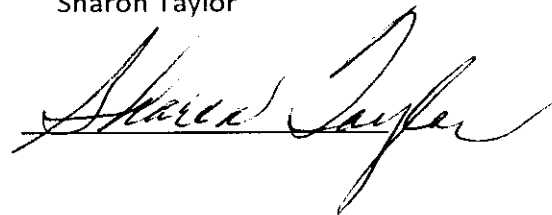
Dated:



JURY DEMAND

Plaintiff, Sharon Taylor, rely upon the demand for trial by jury

Sharon Taylor



UNITED STATES DISTRICT COURT

for the
Eastern District of Michigan

Case No: _____

Honorable: _____

Sharon Taylor.
Plaintiff.

Taylor, Sharon

v

Monroe County Sheriff's Office
Monroe County Sheriff's Office Civil Division
Deputy Stephen Yeary

v

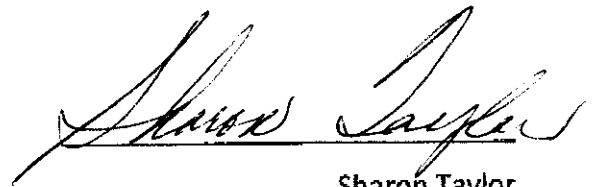
Monroe County Sheriff's Office
Monroe County Sheriff's Office Civil Division
Deputy Stephen Yeary
Defendants

PROOF OF SERVICE

I, Sharon Taylor, being sworn, states on December 21, 2021 the Summons the Complaint, plaintiffs Demand for Jury Trial and exhibits, and this proof of service was mailed to the defendants by the plaintiff by certified mail to the address below

100 East Second Street
Monroe, Michigan 48161
(734)240-7400

Respectfully Submitted,
Sharon Taylor



Sharon Taylor

Plaintiff in Pro per

EXHIBIT 1

RCPT# 44153. STN 1
\$14.00 D.W/DSTATE OF
MICHIGAN
MONROE COUNTY
DECEMBER 26, 2003
RECEIPT #44153REAL ESTATE
TRANSFER TAX
\$ 451.00-CD
\$ 3075.00-ST
STAMP # 12753STATE OF MICHIGAN
MONROE COUNTY
RECEIVED FOR RECORD
26 DEC 2003 1:07:58 PM
OFFICIAL SEAL
GERT ALLEN
REGISTER OF DEEDS

LIBER 2648 PAGE 4

WARRANTY DEED STATUTORY FORM FOR INDIVIDUALS**WARRANTY DEED**

#MO-34900

RONALD MESZAROS AND ALICE MESZAROS, His Wife

Address: 13486 ARMSTRONG, BERLIN, MI48179

Conveys and Warrants to:

ROBERT J. TAYLOR AND SHARON A. TAYLOR, His Wife

whose Street Number and Post Office Address is 26484 SILVERCREEK DRIVE, BROWNSTOWN, MI

Land in the TOWNSHIP OF BERLIN, County of MONROE and State of Michigan, described as:

That part of the Southwest quarter of Section 8, Town 5 South, Range 10 East, described as:
 Beginning at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds
 East 2308.05 feet from the Southwest corner of Section 8 and proceeding;
 thence South 87 degrees 49 minutes 18 seconds East 726.00 feet;
 thence north 01 degree 16 minutes 42 seconds East 300.00 feet;
 thence North 87 degrees 49 minutes 18 seconds West 726.00 feet;
 thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to
 the point of beginning.

13486 ARMSTRONG, BERLIN, MICHIGAN

SIDWELL NUMBER: 58-03-008-090-21

for the sum of FOUR HUNDRED & TEN THOUSAND 00/100 ---- (\$410,000.00) ---- Dollars, subject to:
Building and use restriction and easementsof record.

This property may be located within the vicinity of farmland or farm operation. Generally accepted
 agricultural and mangement practices which may generate noise, dust, odors, and other associated
 conditions may be used and are protected by the Michigan right to farm act. The Grantor grants to the
 Grantee the right to make ALL division(s) under Section 108 of the Land Division Act. Act
 No. 288 of the Public Acts of 1967.

Date: December 15, 2003

RONALD MESZAROS

ALICE MESZAROS

STATE OF MICHIGAN
COUNTY OF WAYNE

On December 15, 2003 before me personally appeared RONALD MESZAROS AND ALICE
 MESZAROS, His Wife to me known to be the person(s) described in and who executed the foregoing
 instrument and acknowledged that they/she/he executed the same as their/her/his free act and deed.

BARBARA SIMPSON
 NOTARY PUBLIC Wayne County, MI
 My Commission Expires May 1, 2008

Notary Public Wayne County, Mich.

My Commission expires:

Instrument Drafted by AMY L. HOSEY whose business address is 20600 EUREKA ROAD, TAYLOR, MI
48180

(Return to)

Register of Deeds Office

ROBERT J. TAYLOR AND SHARON A. TAYLOR
 13486 ARMSTRONG
 BERLIN, MI 48166

I, Sharon D. Lemasters, Register of Deeds, certify that this is
 a true copy of the public image of record, recorded in this
 office.

Sharon D. Lemasters - MS 08/08/2014
 Register of Deeds Monroe County Michigan

REV \$ 3,526.00
 cert #15510

3,526.00

 MICHIGAN TITLE INSURANCE AGENCY INC.
 MICHIGAN TITLE INSURANCE AGENCY, INC.

EXHIBIT 2

Truth-in-Lending Disclosure Statement

Lender	Borrower	Date
Fifth Third Mortgage - MI, LLC	Robert J Taylor and Sharon A	03/25/2015
1850 East Paris	Taylor	
MD ROPS17	13486 ARMSTRONG RD	Loan Number
Grand Rapids, MI 49546	South Rockwood, MI 48179	420841876

☒ Preliminary
☐ Final

Property Address: 13486 ARMSTRONG RD, South Rockwood, MI 48179

"e" means estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.237 %e	\$ 207,159.42 e	\$ 268,173.78 e	\$ 475,333.20 e

INTEREST RATE AND PAYMENT SUMMARY

	Rate & Monthly Payment
Interest Rate	4.250 %e
Principal + Interest Payment	\$ 1,320.37 e
Estimated Taxes + Insurance (Escrow)	\$ 0.00 e
<input type="checkbox"/> Includes Private Mortgage Insurance <input type="checkbox"/> Includes Mortgage Insurance	
Total Estimated Monthly Payment	\$ 1,320.37 e

☐ Final Balloon Payment due : \$

Demand Feature.

- ☐ This obligation has a demand feature.
☐ This loan is payable on demand and all disclosures are based on an assumed maturity of one year.

Security. You are giving a security interest in:

- ☐ the goods or property being purchased.
☒ (brief description of other property) 13486 ARMSTRONG RD, South Rockwood, MI 48179
☐ collateral securing other loans with us.

Assumption. Someone buying this property

- ☒ cannot assume the remainder of the mortgage on the original terms.
☐ may assume, subject to conditions, the remainder of the mortgage on the original terms.

Filing/Recording Fees. \$ e See Good Faith Estimate

There is no guarantee that you will be able to refinance to lower your rate and payments.

Truth-in-Lending Disclosure continued on next page

Truth-in-Lending Disclosure Statement

Lender	Borrower	Date
Fifth Third Mortgage - MI, LLC	Robert J Taylor and Sharon A Taylor	03/25/2015
1850 East Paris	13486 ARMSTRONG RD	Loan Number
MD ROPS17	South Rockwood, MI 48179	420841876
Grand Rapids, MI 49546		

☒ Preliminary
☐ Final

Property Address: 13486 ARMSTRONG RD, South Rockwood, MI 48179

"e" means estimate

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.237 %e	\$ 207,159.42 e	\$ 268,173.78 e	\$ 475,333.20 e

INTEREST RATE AND PAYMENT SUMMARY

	Rate & Monthly Payment
Interest Rate	4.250 %e
Principal + Interest Payment	\$ 1,320.37 e
Estimated Taxes + Insurance (Escrow) <input type="checkbox"/> Includes Private Mortgage Insurance <input type="checkbox"/> Includes Mortgage Insurance	\$ 0.00 e
Total Estimated Monthly Payment	\$ 1,320.37 e

☐ Final Balloon Payment due : \$

Demand Feature.

- ☐ This obligation has a demand feature.
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☐ collateral securing other loans with us.

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Filing/Recording Fees. \$ e See Good Faith Estimate

There is no guarantee that you will be able to refinance to lower your rate and payments.

Truth-in-Lending Disclosure continued on next page

**Good Faith Estimate (GFE)**

Name of Originator Fifth Third Mortgage - MI, LLC Christopher Miller	Borrower Robert J Taylor and Sharon A Taylor
Originator 1850 East Paris Address MD ROPS17 Grand Rapids, MI 49546	Property 13486 ARMSTRONG RD Address South Rockwood, MI 48179
Originator Phone Number (513) 358-4557	Date of GFE March 25, 2015
Originator Email christopher.miller@53.com	

Purpose

This GFE gives you an estimate of your settlement charges and loan terms if you are approved for this loan. For more information, see HUD's *Special Information Booklet* on settlement charges, your *Truth-in-Lending Disclosures*, and other consumer information at www.hud.gov/respa. If you decide you would like to proceed with this loan, contact us.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through 05/22/2015. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
2. This estimate for all other settlement charges is available through 04/07/2015.
3. After you lock your interest rate, you must go to settlement within 60 days (your rate lock period) to receive the locked interest rate.
4. You must lock the interest rate at least N/A days before settlement.

Summary of your loan

Your initial loan amount is	\$ 268,400.00
Your loan term is	30 years
Your initial interest rate is	4.250 %
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,320.37 per month
Can your interest rate rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of %. The first change will be in
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ 1,320.37.

Do we require you to have an escrow account for your loan?

☒ No, you do not have an escrow account. You must pay these charges directly when due.

Shopping for your loan

Only you can shop for the best loan for you. Compare this GFE with other loan offers, so you can find the best loan. Use the shopping chart on page 3 to compare all the offers you receive.

Important dates

1. The interest rate for this GFE is available through 05/22/2015. After this time, the interest rate, some of your loan Origination Charges, and the monthly payment shown below can change until you lock your interest rate.
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Your loan term is	30 years	
Your initial interest rate is	4.250 %	
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$ 1,320.37 per month	
Can your interest rate rise?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, it can rise to a maximum of %.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, it can rise to a maximum of \$
Even if you make payments on time, can your monthly amount owed for principal, interest, and any mortgage insurance rise?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, the first increase can be in and the monthly amount owed can rise to \$. The maximum it can ever rise to is \$
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, your maximum prepayment penalty is \$
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes, you have a balloon payment of \$ due in years.

Escrow account information

Some lenders require an escrow account to hold funds for paying property taxes or other property-related charges in addition to your monthly amount owed of \$ 1,320.37.

Do we require you to have an escrow account for your loan?

☒ No, you do not have an escrow account. You must pay these charges directly when due.

☐ Yes, you have an escrow account. It may or may not cover all of these charges. Ask us.

Summary of your settlement charges

A	Your Adjusted Origination Charges (See page 2.)	\$ -1,785.35
B	Your Charges for All Other Settlement Services (See page 2.)	\$ 2,097.57
A + B	Total Estimated Settlement Charges	\$ 312.22



Understanding
your estimated
settlement
charges

Your Adjusted Origination Charges

1. Our origination charge This charge is for getting this loan for you.	1,234.15
2. Your credit or charge (points) for the specific interest rate chosen <input type="checkbox"/> The credit or charge for the interest rate of <input type="text"/> % is included in "Our origination charge." (See item 1 above.) <input checked="" type="checkbox"/> You receive a credit of \$ <input type="text" value="3,019.50"/> for this interest rate of <input type="text" value="4.250"/> %. This credit reduces your settlement charges. <input type="checkbox"/> You pay a charge of \$ <input type="text" value="0.00"/> for this interest rate of <input type="text"/> %. This charge (points) increases your total settlement charges. The tradeoff table on page 3 shows that you can change your total settlement charges by choosing a different interest rate for this loan.	-3,019.50
A Your Adjusted Origination Charges	\$ -1,785.35

Some of these
charges can
change at
settlement. See
the top of page 3
for more
information.

Your Charges for All Other Settlement Services

3. Required services that we select These charges are for services we require to complete your settlement. We will choose the providers of these services. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td>Credit Report</td> <td>11.40</td> <td>Tax Service Fee</td> <td>72.00</td> </tr> <tr> <td>Flood Certification Fee</td> <td>4.00</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Service	Charge	Service	Charge	Credit Report	11.40	Tax Service Fee	72.00	Flood Certification Fee	4.00											87.40
Service	Charge	Service	Charge																		
Credit Report	11.40	Tax Service Fee	72.00																		
Flood Certification Fee	4.00																				
4. Title services and lender's title insurance This charge includes the services of a title or settlement agent, for example, and title insurance to protect the lender, if required.	1,290.45																				
5. Owner's title insurance You may purchase an owner's title insurance policy to protect your interest in the property.	N/A																				
6. Required services that you can shop for These charges are for other services that are required to complete your settlement. We can identify providers of these services or you can shop for them yourself. Our estimates for providing these services are below. <table border="1"> <thead> <tr> <th>Service</th> <th>Charge</th> <th>Service</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Service	Charge	Service	Charge																	0.00
Service	Charge	Service	Charge																		
7. Government recording charges These charges are for state and local fees to record your loan and title documents.	86.00																				
8. Transfer taxes These charges are for state and local fees on mortgages and home sales.	0.00																				
9. Initial deposit for your escrow account This charge is held in an escrow account to pay future recurring charges on your property and includes <input type="checkbox"/> all property taxes, <input type="checkbox"/> all insurance, and <input type="checkbox"/> other	0.00																				
10. Daily interest charges This charge is for the daily interest on your loan from the day of your settlement until the first day of the next month or the first day of your normal mortgage payment cycle. This amount is \$ <input type="text" value="31.69"/> per day for <input type="text" value="20"/> days (if your settlement is <input type="text" value="05/07/15"/>).	633.72																				
11. Homeowner's insurance This charge is for the insurance you must buy for the property to protect from a loss, such as fire. <table border="1"> <thead> <tr> <th>Policy</th> <th>Charge</th> <th>Policy</th> <th>Charge</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Policy	Charge	Policy	Charge									0.00								
Policy	Charge	Policy	Charge																		
B Your Charges for All Other Settlement Services	\$ 2,097.57																				

Instructions

This GFE estimates your settlement charges. At your settlement, you will receive a HUD-1, a form that lists your actual costs. Compare the charges on the HUD-1 with the charges on this GFE. Charges can change if you select your own provider and do not use the companies we identify. (See below for details.)

Understanding which charges can change at settlement

These charges cannot increase at settlement:	The total of these charges can increase up to 10% at settlement:	These charges can change at settlement:
<ul style="list-style-type: none"> Our origination charge Your credit or charge (points) for the specific interest rate chosen (after you lock in your interest rate) Your adjusted origination charges (after you lock in your interest rate) Transfer taxes 	<ul style="list-style-type: none"> Required services that we select Title services and lender's title insurance (if we select them or you use companies we identify) Owner's title insurance (if you use companies we identify) Required services that you can shop for (if you use companies we identify) Government recording charges 	<ul style="list-style-type: none"> Required services that you can shop for (if you do not use companies we identify) Title services and lender's title insurance (if you do not use companies we identify) Owner's title insurance (if you do not use companies we identify) Initial deposit for your escrow account Daily interest charges Homeowner's insurance

Using the tradeoff table

In this GFE, we offered you this loan with a particular interest rate and estimated settlement charges. However:

- If you want to choose this same loan with **lower settlement charges**, then you will have a **higher interest rate**.
- If you want to choose this same loan with a **lower interest rate**, then you will have **higher settlement charges**.

If you would like to choose an available option, you must ask us for a new GFE.

Loan originators have the option to complete this table. Please ask for additional information if the table is not completed.

	The loan in this GFE	The same loan with lower settlement charges	The same loan with a lower interest rate
Your initial loan amount	\$ 268,400.00	\$	\$
Your initial interest rate ¹	4.250 %	%	%
Your initial monthly amount owed	\$ 1,320.37	\$	\$
Change in the monthly amount owed from this GFE	No change	You will pay \$ more every month	You will pay \$ less every month
Change in the amount you will pay at settlement with this interest rate	No change	Your settlement charges will be reduced by \$	Your settlement charges will increase by \$
How much your total estimated settlement charges will be	\$ 312.22	\$	\$

¹ For an adjustable rate loan, the comparisons above are for the initial interest rate before adjustments are made.

Using the shopping chart

Use this chart to compare GFEs from different loan originators. Fill in the information by using a different column for each GFE you receive. By comparing loan offers, you can shop for the best loan.

	This loan	Loan 2	Loan 3	Loan 4
Loan originator name	Christopher Miller			
Initial loan amount	\$ 268,400.00			
Loan term	30 years			
Initial interest rate	4.250 %			
Initial monthly amount owed	\$ 1,320.37			
Rate lock period	60 days			
Can interest rate rise?	No			
Can loan balance rise?	No			
Can monthly amount owed rise?	No			
Prepayment penalty?	No			
Balloon payment?	No			
Total Estimated Settlement Charges	\$ 312.22			

If your loan is sold in the future

Some lenders may sell your loan after settlement. Any fees lenders receive in the future cannot change the loan you receive or the charges you paid at settlement.

Truth-in-Lending Disclosure continued

Property Insurance. Property insurance may be obtained from anyone that is acceptable to Lender. If property insurance is obtained from or through Lender, the cost is \$N/A e for a N/A term of coverage.

☒ **Late Charge.**

A late charge of 5% of the Overdue Payment of Principal & Interest will be assessed.

Prepayment. If you pay off your loan early, you

- ☐ may ☒ will not have to pay a penalty.
☐ may ☒ will not be entitled to a refund of part of the finance charge.

☐ **Required Deposit.** The Annual Percentage Rate does not take into account your required deposit.

See your contract documents for any additional information about non-payment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

No Guarantee to Refinance. There is no guarantee that you will be able to refinance to lower your rate and payments.

You are not required to complete this agreement merely because you have received these disclosures or signed a loan application.

"e" means estimate

Borrower

Robert J. Taylor 5-5-15
 Robert J Taylor Date

Sharon A. Taylor 5-5-15
 Sharon A Taylor Date

Date

Date

☐ Refer to the attached *Signature Addendum* for additional parties and signatures.

EXHIBIT 3

IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400.

MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Robert J. Taylor and Sharon A. Taylor, husband and wife, to Fifth Third Mortgage Company, Mortgagee, dated December 15, 2003 and recorded December 26, 2003 in Liber 2648, Page 5, Monroe County Records, Michigan. There is claimed to be due at the date hereof the sum of Two Hundred Seventy-Six Thousand Nine Hundred Twenty-Nine and 91/100 Dollars (\$276,929.91), including interest at 6.25% per annum.

Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the place of holding the circuit court within Monroe County, Michigan at 10:00 AM on FEBRUARY 11, 2016.

Said premises are located in the Township of Berlin, Monroe County Michigan, and are described as:

That part of the Southwest quarter of Section 8, Town 5 South, Range 10 East, described as: beginning at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds East 2308.05 feet from the Southwest corner of Section 8 and proceeding: thence South 87 degrees 49 minutes 18 seconds East 726.00 feet; thence North 01 degree 16 minutes 42 seconds East 300.00 feet; thence North 87 degrees 49 minutes 18 seconds West 726.00 feet; thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to the point of beginning.

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA §600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL

PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest.

If the property is sold at foreclosure sale, pursuant to MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to the property during the redemption period.

Dated: January 12, 2016

Orlans Associates, P.C.

Attorneys for Servicer

P.O. Box 5041

Troy, MI 48007

File No. 15-019594

(01-12)(02-02)

EXHIBIT 4

ORDER

Approved, SCAO		Original - Court file 1st copy - Assignment Clerk/Extra 2nd copy - Friend of the Court/Extra	3rd copy - Opposing party 4th copy - Moving party
STATE OF MICHIGAN 38TH JUDICIAL CIRCUIT JUDICIAL DISTRICT MONROE COUNTY	ORDER		CASE NO. 16-138537-CH HON. DANIEL S. WHITE
Court address 106 EAST FIRST STREET, MONROE, MI 48161		Court telephone no. (734) 240-7030	
Plaintiff name(s) SHARON A. TAYLOR & ROBERT J. TAYLOR Plaintiff's attorney, bar no., address, and telephone no. 13486 ARMSTRONG ROAD SOUTH ROCKWOOD, MICHIGAN 48179	v	Defendant name(s) FIFTH THIRD BANK Defendant's attorney, bar no., address, and telephone no. SOGOL J. PLAGANY P69690 ORLAND ASSOCIATES, P.C. 1650 WEST BIG BEAVER ROAD, TROY, MI 48064 (248) 502-1359	

1. Motion title: DEFENDANT'S MOTION FOR SUMMARY DISPOSITION PURSUANT TO MCR 2.116(C)(8)

2. Moving party: DEFENDANT

3. This motion was heard by the Honorable DANIEL S. WHITE on 3/18/2016 @ 1:15 PM
Date

☒ 4. For the reasons stated on the record,

THE COURT ORDERS that the above named motion is

- ☒ granted. *Plaintiff's Complaint is dismissed with prejudice.*
☐ granted in part, denied in part.
☐ denied.

☒ The court further orders

THIS IS A FINAL ORDER THAT RESOLVES THE LAST PENDING CLAIM AND CLOSES THE CASE.

A TRUE COPY
Dated 3/18/16
COUNTY CLERK

3/18/16
Date

CSK
Judge Hon. Daniel S. White
P33079

EXHIBIT 5

Cancelled

Feb 2nd

Detroit Legal
News.
(Diave).

Orlando
Assoc.

3/18/16 KMR

EXHIBIT 6

IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400.

MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Robert J. Taylor and Sharon A. Taylor, husband and wife, to Fifth Third Mortgage Company, Mortgagee, dated December 15, 2003 and recorded December 26, 2003 in Liber 2648, Page 5, Monroe County Records, Michigan. Said mortgage is now held by Fifth Third Mortgage Company, by assignment. There is claimed to be due at the date hereof the sum of Two Hundred Eighty-Six Thousand Two Hundred Thirty-Nine and 87/100 Dollars (\$286,239.87), including interest at 6.25% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the place of holding the circuit court within Monroe County, Michigan at 10:00 AM on JUNE 2, 2016.

Said premises are located in the Township of Berlin, Monroe County Michigan, and are described as:

That part of the Southwest quarter of Section 8, Town 5 South, Range 10 East, described as: beginning at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds East 2308.05 feet from the Southwest corner of Section 6 and proceeding: thence South 87 degrees 49 minutes 18 seconds East 726.00 feet; thence North 01 degree 16 minutes 42 seconds East 300.00 feet; thence North 87 degrees 49 minutes 18 seconds West 726.00 feet; thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to the point of beginning.

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA §600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL

PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest.

If the property is sold at foreclosure sale, pursuant to MCL 600.327B, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to the property during the redemption period.

Dated: May 3, 2016

Orlans Associates, P.C.

Attorneys for Servicer

P.O. Box 5041

Troy, MI 48007

File No. 15-019594

(734) 782-9163

(05-03)(05-24)

*The Detroit Legal News
 Reported to the Plaintiff's Print out
 Sharon Taylor's this
 on May 18, 2016
 at 11:00 H.M.*

IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400.

MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Robert J. Taylor and Sharon A. Taylor husband and wife, to Fifth Third Mortgage Company, Mortgagee, dated December 15, 2003 and recorded December 26, 2003 in Liber 2648, Page 5, Monroe County Records, Michigan. Said mortgage is now held by Fifth Third Mortgage Company, by assignment. There is claimed to be due at the date hereof the sum of Two Hundred Eighty-Six Thousand Two Hundred Thirty-Nine and 87/100 Dollars (\$286,239.87), including interest at 6.25% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the place of holding the circuit court within Monroe County, Michigan at 10:00 AM on JUNE 2, 2016.

Said premises are located in the Township of Berlin, Monroe County Michigan, and are described as:

That part of the Southwest quarter of Section 8, Town 5 South Range 10 East, described as: beginning at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds East 2308.05 feet from the Southwest corner of Section 8 and proceeding, thence South 87 degrees 49 minutes 18 seconds East 726.00 feet; thence North 01 degree 16 minutes 42 seconds East 300.00 feet; thence North 87 degrees 49 minutes 18 seconds West 726.00 feet; thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to the point of beginning.

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCL A §600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL

PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest. If the property is sold at foreclosure sale, pursuant to MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to the property during the redemption period.

Dated: May 3, 2016
Orlans Associates, P.C.
Attorneys for Servicer
P.O. Box 5041
Troy, MI 48007
File No. 15-019594

(05-03)(05-24)

Posted in front door of Taylor's residence on May 12, 2016. After Taylor contacted the Detroit Free Press newspaper.

Gazelle Publishing 112 Park Place, P.O. Box 98, Dundee, MI 48131 • (734) 529-2688 FAX 529-3088

AFFIDAVIT OF PUBLICATION

IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400

MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Robert J. Taylor and Sharon A. Taylor, husband and wife, to Fifth Third Mortgage Company, Mortgagee, dated December 15, 2003 and recorded December 26, 2003 in Liber 2648, Page 5, Monroe County Records, Michigan. Said mortgage is now held by Fifth Third Mortgage Company, by assignment. There is claimed to be due at the date hereof the sum of Two Hundred Eighty-Six Thousand Two Hundred Thirty-Nine and 87/100 Dollars (\$286,239.87), including interest at 6.25% per annum.

Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public venue at the place of holding the circuit court within Monroe County, Michigan at 10:00 AM on JUNE 2, 2016.

Said premises are located in the Township of Berlin, Monroe County Michigan, and are described as:

That part of the Southwest quarter of Section 8, Town 5 South, Range 10 East, described as: beginning at a point on the West line of Section 8, distant North 01 degree 16 minutes 42 seconds East 230.05 feet from the Southwest corner of Section 8 and proceeding thence South 87 degrees 49 minutes 18 seconds East 726.00 feet thence North 01 degree 16 minutes 42 seconds East 300.00 feet, thence North 87 degrees 49 minutes 18 seconds West 726.00 feet, thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to the point of beginning.

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA §800.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foregoing mortgages can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest.

If the property is sold at foreclosure sale, pursuant to MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to the property during the redemption period.

Dated: May 3, 2016
Orlans Associates, P.C.
Attorneys for Servicer
P.O. Box 8041
Troy, MI 48067
File No. 15-019594
gc-0506-20

In the matter of the attached notice of

Robert J. Taylor and Sharon A. Taylor;
vs

Fifth Third Mortgage Company;

ss. Sean McClellan, being

sworn, deposes and says that he is

Publisher of

THE INDEPENDENT

NEWSPAPERS

a newspaper printed, published

and circulated in the County of Monroe, State of

Michigan and

that the notice attached hereto is an exact copy of a notice which

was printed in the aforesaid newspapers on the following date/s:

May 3, 2016

May 10, 2016

May 17, 2016

May 24, 2016

Signed


Sean McClellan

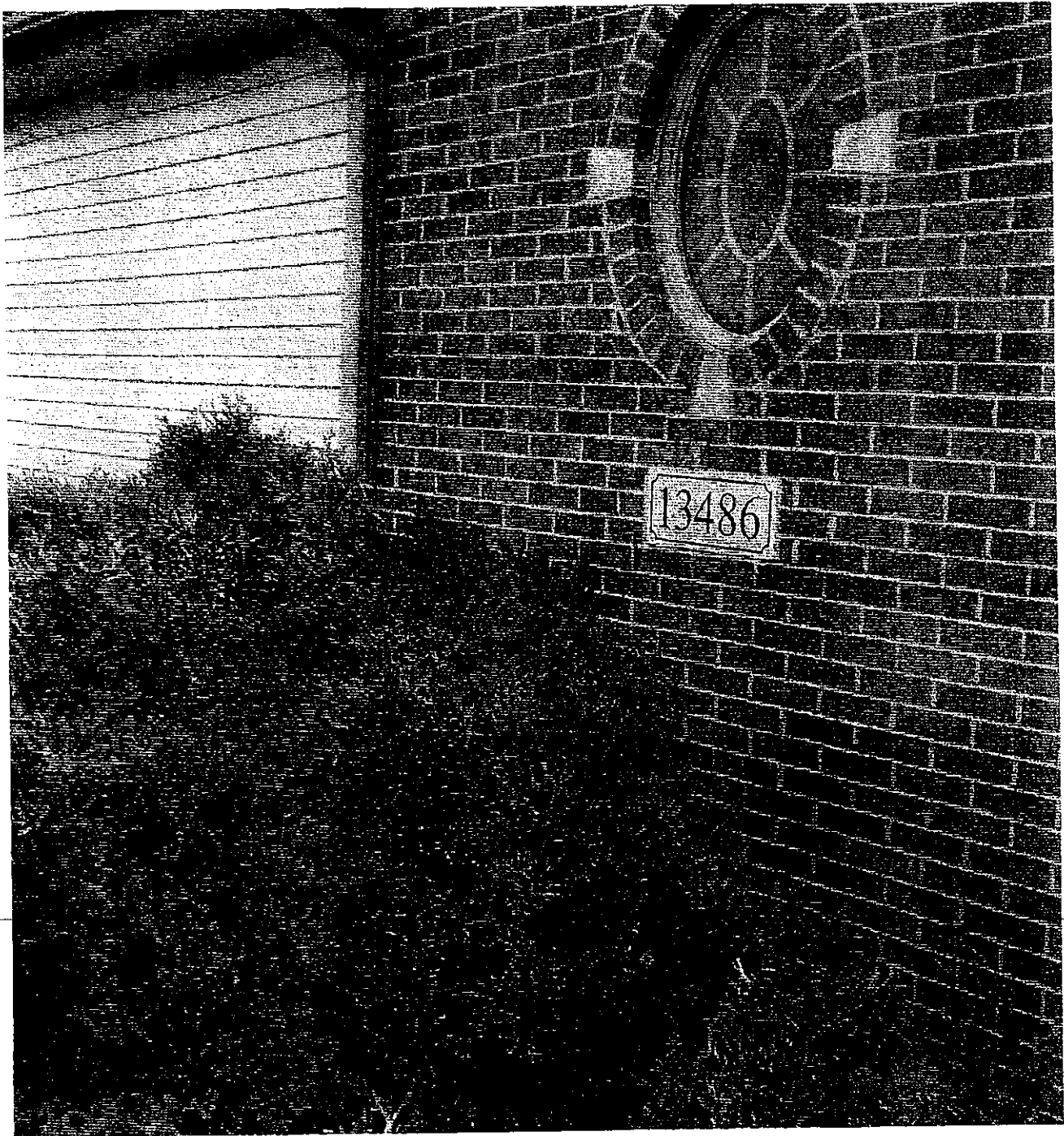
Subscribed and sworn to before me this

24 day of MAY 2016


Dawn M. Harnica

Notary Public for Monroe County and
Acting in Monroe County, Michigan.

DAWN M. HARNICA
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MONROE
My Commission Expires May 8, 2022
Acting in the County of _____



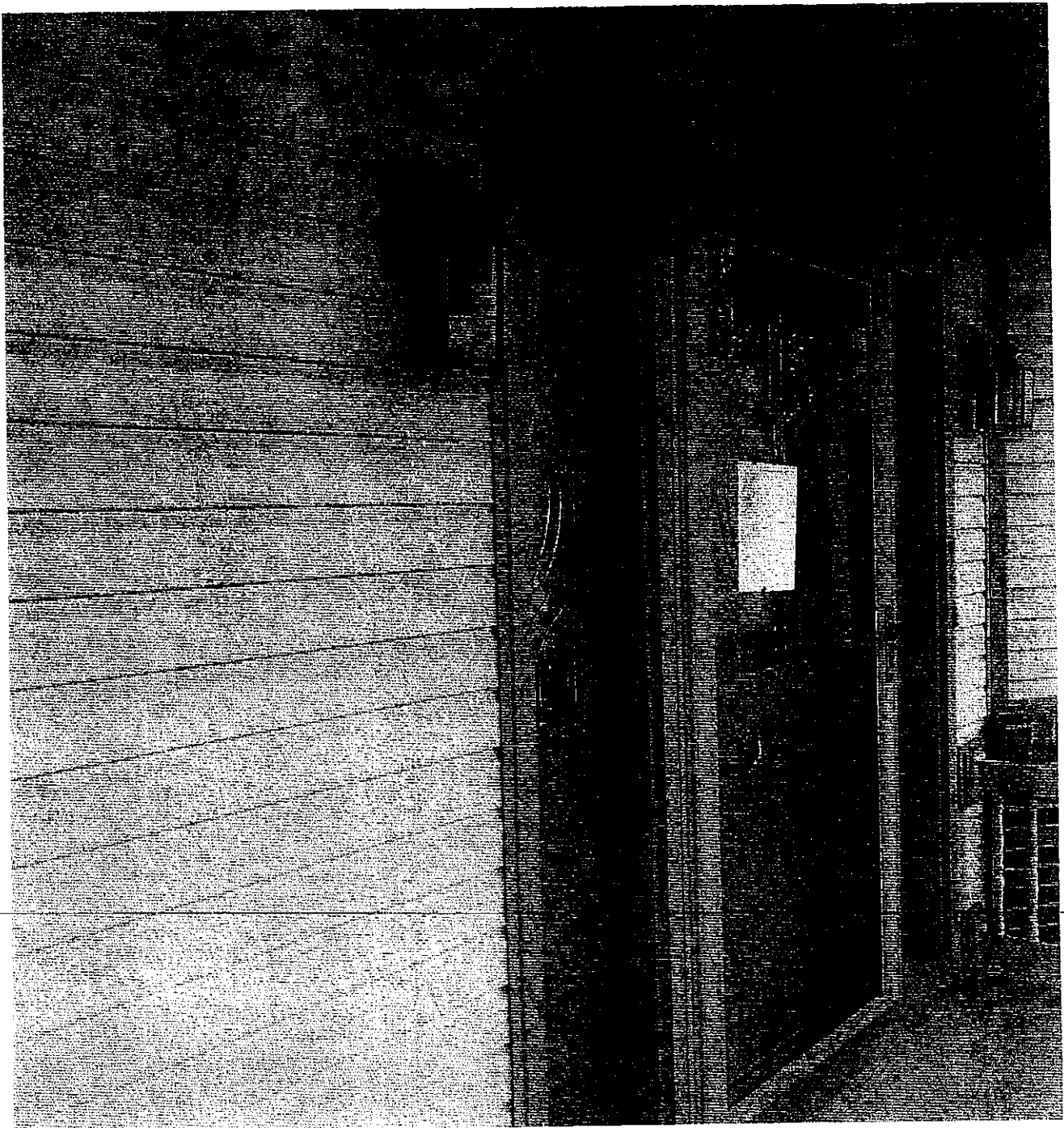


EXHIBIT 7

Cancelled

Feb 2nd

Detroit Legal
News.
(Diane).

Orlando
Assoc.

3/18/16 km

EXHIBIT 8



8 1 7 2 9 6 3
Tx:4110057
6/14/2016 9:30:00 AM

RECEIVED: 06/14/2016 9:30 AM
2016R11830
RECORDED: 06/14/2016 9:34 AM
SHARON D LEMASTERS
OFFICIAL SEAL OF
MONROE COUNTY, MI
PAGES: 4

SHERIFF'S DEED ON MORTGAGE FORECLOSURE

THIS INDENTURE made the 2nd day of June, 2016 between Stephen Yeary a deputy sheriff in and for Monroe County, Michigan, party of the first part, and Ryan Newberry, Jacquelyn Newberry and Terry Newberry, 10342 Laigne Drive, Carleton, Michigan 48117-9883. party of the second part (hereinafter called the grantee).

Witnesseth, that whereas, Robert J. Taylor and Sharon A. Taylor, husband and wife, whose address is P.O. Box 505, Carleton, Michigan 48117, made a certain mortgage to Fifth Third Mortgage Company (hereinafter called "Mortgagee"), dated December 15, 2003 and recorded December 26, 2003 in Liber 2648, Page 5, Monroe County Records Michigan. Said mortgage is now held by Fifth Third Mortgage Company by assignment.

WHEREAS, said mortgage contained a power of sale which has become operative by reason of default in the terms and conditions of the mortgage; and

WHEREAS, the party foreclosing said mortgage has represented that it is either the owner of the indebtedness or of an interest in the indebtedness secured by the mortgage or the servicing agent of the mortgage; and further that Mortgage Electronic Registration Services (MERS) is not the foreclosing Party, and

WHEREAS, no suit or proceeding at law or in equity has been instituted to recover the debt secured by the mortgage or any part thereof; and

WHEREAS, by virtue of the power of sale, and pursuant to the statutes of the State of Michigan in such case made and provided, a notice was duly published and a copy thereof was duly posted in a conspicuous place upon the premises described in the mortgage that the premises, or some part of them, would be sold on the 2nd day of June, 2016, at the place of holding the circuit court within Monroe County, wherein the premises are located; and

WHEREAS, pursuant to said notice I did, at 10:00 AM, local time, on the date stated above, expose for sale at public vendue the said lands and tenements described below and on such sale did strike off and sell the said lands and tenements to the grantee for the sum of Two hundred one thousand and 00/100 \$201,000.00, that being the highest bid therefore and the grantee being the highest bidder; and

WHEREAS, said lands and tenements are situated in the Township of Berlin, Monroe County, Michigan, and are more particularly described as: That part of the Southwest quarter of Section 8, Town 5 South, Range 10 East, described as: beginning at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds East 2308.05 feet from the Southwest corner of Section 8 and proceeding: thence South 87 degrees 49 minutes 18 seconds East 726.00 feet; thence North 01 degree 16 minutes 42 seconds East 300.00 feet; thence North 87 degrees 49 minutes 18 seconds West 726.00 feet; thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to the point of beginning.

Tax# 58-03-008-090-21

More commonly known as 13486 Armstrong Road, South Rockwood, Michigan 48179

Now, this indenture Witnesseth, that I, the Deputy Sheriff aforesaid, by virtue of and pursuant to the statute in such case made and provided, and in consideration of the sum of money so paid as aforesaid, have granted, conveyed, bargained and sold, and by this deed do grant, convey, bargain, and sell unto the grantee, its successors and assigns, FOREVER, all the estate, right, title, and interest which the said Mortgagor(s) had in said land and tenements and every part thereof, on 15th day of December, 2003, that being the date of said mortgage, or any time thereafter, to have and to hold the said lands and tenements and every part thereof to the said grantee, its successors and assigns forever, to their sole and only use, benefit and behoove forever, as fully and absolutely as I, the Deputy Sheriff aforesaid, under the authority aforesaid, might, could, or ought to sell the same.

In witness whereof I have set my hand and seal.

Stephen Yeary
Deputy Sheriff

Deputy Sheriff in and for the County of Monroe, Michigan

State of Michigan
County of Monroe

This Sheriff's Deed on Mortgage Sale was acknowledged before me this 2nd day of June, 2016, by Stephen Yeary, Deputy Sheriff for Monroe County, Michigan.

Loretta G. Sunderland Notary Public
Name

Monroe County, Michigan
My Commission Expires: 7/24/19
Acting in Monroe County

LORETTA G SUNDERLAND
Notary Public - Michigan
Monroe County
My Comm. Expires 7-24-19

Drafted by and when recorded return to:

Marshall R. Isaacs
Orlans Associates, P.C.
P.O. Box 5041,
Troy, MI 48007
(248) 502-1400

File No: 15-019594

- Federal Home Loan Mortgage Corporation ('Freddie Mac'), a corporation organized and existing under the laws of the United States of America claims this transaction as exempt from transfer taxes pursuant to MCL 207.505(e) and 12 U.S.C 1452(e) and reserves all rights to this claim. Exempt from County Real Estate Transfer Tax pursuant to MCLA 207.505(h)(ii)). Exempt from State Real Estate Transfer Tax pursuant to MCLA 207.526(v) Exempt from State Real Estate Transfer Tax pursuant to MCLA 207.526(v)

File Number: 15-019594Investor : FHLMC

15-019594/200/SP

NON-MILITARY AFFIDAVIT

State of Michigan

ss.

County of Oakland

The affiant, Katelyn Mattis, is an employee of Orleans Associates. The affiant, being first duly sworn upon oath, deposes and says:

On this date, Katelyn Mattis, the affiant conducted a search of the Department of Defense Manpower Data Center for the Mortgagor(s), who is/are over 18 years of age. The certified military status report(s) provided for said Mortgagor(s) indicate(s) that said Mortgagor(s) is/are not in active military service as defined in the Servicemembers' Civil Relief Act.

I SOLEMNLY AFFIRM, to the best of my knowledge, information and belief that the contents of the foregoing paper are true.

FURTHER AFFIANT SAYETH NOT.

Katelyn Mattis
Katelyn Mattis

Subscribed and sworn to before me this 31 day of May, 2016

Theresa L. Christianson, Notary Public
Oakland County Acting in Oakland County, Michigan
My Commission Expires: August 14, 2022

AFFIDAVIT OF AUCTIONEER and CERTIFICATE OF REDEMPTION PERIOD

State of Michigan

ss.

County of Monroe

Stephen Yearry
Deputy Sheriff

being first duly sworn, deposes and says that he is a Deputy Sheriff of said Monroe County; that he/she acted as Auctioneer, and made the sale as described in the annexed printed notice; that said sale was opened at 10:00 AM, local time, on the 2nd day of June, 2016, at the place of holding the circuit court within Monroe County, that being the place of holding the Circuit Court for Monroe County, and said sale was kept open for the space of one hour; that the highest bid for the lands and tenements therein described was Two hundred One thousand and 00/100 (\$201,000.00); made by TERESA JACQUELYNN & RYAN NEWBERY, that said sale was in all respects open and fair; and that he/she did strike off and sell said lands and tenements to said bidders, which purchased the said lands and tenements fairly, and in good faith, as deponent verily believes.

I DO HEREBY CERTIFY that the within Sheriff's Deed will become operative at the expiration of the redemption period, December 2, 2016, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCLA 600.3241a, in which case the redemption period will be 30 days from the date of sale, OR should the Sheriff's Deed not be recorded within 20 days from the date of the foreclosure sale, in which case the redemption period will be 6 months from the date of recording. The foreclosing mortgagee can rescind the sale in the event a 3rd party buys the property and there is a simultaneous resolution with the borrower.

Dep Stephen Yearry **Stephen Yearry**
Deputy Sheriff Deputy Sheriff
Monroe County, Michigan

Subscribed and sworn to before me this 2nd day of June, 2016.

Loretta G. Sunderland Notary Public
Name
Monroe County, Michigan
My commission expires: 7/24/19



Drafted by and when recorded return to:
Marshall R. Isaacs
Orleans Associates, P.C.
P.O. Box 5041,
Troy, MI 48007
(248) 502-1400
File No: 15-019594

ATTN REGISTER OF DEEDS: Please send all Redemption notifications and funds collected in your office to JACQUELYNN NEWBERY 10342 LAVIGNE DR CARLETON MI 48117

ATTN PURCHASERS: This sale may be rescinded by the foreclosing mortgagee. In that event, your damages, if any, shall be limited solely to the return of the bid amount tendered at sale, plus interest. Please be advised that all 3rd party bidders are responsible for preparing and recording the Sheriff's Deed. ORLANS ASSOCIATES, P.C. Hereby expressly disclaims all liability relating to the foreclosure, preparation and recording of the Sheriff's Deed.

15-019594/200/SP

AFFIDAVIT OF PURCHASER

STATE OF MICHIGAN)

SS)

COUNTY OF MONROE)

1. Jacquelynn Newberry States the following.
2. This affidavit is being filed to declare the redemption amount in relation to the property located in the township pf Berlin, County of Monroe further described as:
That part of the southwest quarter of Section 8, Town 5 South, Range 10 East, described as:
being at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds East 2308.05 feet from the Southwest corner of Section 8 and proceeding: thence South 87 degrees 49 minutes 18 seconds East 726.00 feet; thence North 01 degree 16 minutes 42 seconds East 300.00 feet; thence North 87 degrees 49 minutes 18 seconds West 726.00 feet; thence along the west line of section 8, South 01 degree 16 minutes 42 seconds West 300.00 to the point of beginning.
Commonly Known as: 13486 Armstrong Road, South Rockwood, Michigan 48179
Tax ID# 58-03-008-090-21
3. Said mortgage was purchased at Foreclosure/Sheriff Sale on the 2nd day of June, 2016 for, \$201,000, by Jacquelynn, Terry and Ryan Newberry. File Number: 15-019594
Redemption must include \$201,000 plus interest at the rate of 6.25% from June 2, 2016 at a per diem amount of \$34.42 plus additional expenses for Taxes; Redemption of Senior Liens; Condominium Assessments; Homeowner Assessment; Community Association Assessments; or Premiums for Insurance Policies and Redemption Serving Fee. An Authorized computation of the above can be received only from the designee listed below.
4. A written official computation of the redemption amount can be prepared by Jacquelynn Newberry, within a reasonable period of time. A redemption servicing fee in amount of \$200.00 plus recording cost will be added to the redemption amount.

TO ORDER A REDEMPTION COMPUTATION CALL
JACQUELYNN NEWBERRY
10342 LAVIGNE DR
CARLETON, MICHIGAN 48117
734-755-9158

5. In accordance with the Michigan Statute, the within Sheriff's Deed will become operative at the expiration of the redemption period, December 2, 2016, unless said date falls on a weekend, at which point the redeeming party or anyone claiming under him, will have until 5:00pm the

following Monday to perfect their redemption; OR the property is determined abandoned pursuant to MCL 600.3241a, in which case the redemption period will be 30 days from the date of sale. Or should the Sheriff's Deed not be recorded within 20 days from the date of the Foreclosure/Sheriff sale, in which case the redemption period will be 6 months from the date of recording.

Ryan Newberry
RYAN NEWBERRY

Jacquelyn Newberry
JACQUELYNN NEWBERRY

Terry Newberry
TERRY NEWBERRY

SUBSCRIBED & SWORN TO BEFORE ME ON THIS 13th day of June 2016

David J. Trela Notary Public

DAVID J. TRELA Name

WAYNE County, Michigan

My Commission Expires: 1/12/2017

Acting in Wayne County

DAVID J. TRELA
Notary Public, State of Michigan
County of Wayne
My Commission Expires Jan. 12, 2017
Acting in the County of WAYNE

Drafted by
Jacquelyn Newberry
10342 Calvigne Dr ✓
Cassette MI
48117

Orlans - Robert J. Taylor

EVIDENCE OF SALE

IF YOU ARE NOW ON ACTIVE MILITARY DUTY OR HAVE BEEN IN THE PRIOR ONE YEAR, PLEASE CONTACT OUR OFFICE AT 248-502-1400.

MORTGAGE SALE - Default has been made in the conditions of a mortgage made by Robert J. Taylor and Sharon A. Taylor, husband and wife, to Fifth Third Mortgage Company, Mortgage, dated December 15, 2003 and recorded December 26, 2003 in Liber 2648, Page 5, Monroe County Records, Michigan. Said mortgage is now held by Fifth Third Mortgage Company, by assignment. There is claimed to be due at the date hereof the sum of Two Hundred Eighty-Six Thousand Two Hundred Thirty-Nine and 87/100 Dollars (\$286,239.87), including interest at 6.25% per annum. Under the power of sale contained in said mortgage and the statute in such case made and provided, notice is hereby given that said mortgage will be foreclosed by a sale of the mortgaged premises, or some part of them, at public vendue at the place of holding the circuit court within Monroe County, Michigan at 10:00 AM on JUNE 2, 2015.

Said premises are located in the Township of Berlin, Monroe County Michigan, and are described as: That part of the Southwest quarter of Section 8, Town 5 South, Range 10 East, described as: beginning at a point on the West line of Section 8, distant North 01 degrees 16 minutes 42 seconds East 2308.05 feet from the Southwest corner of Section 8 and proceeding: thence South 87 degrees 49 minutes 18 seconds East 726.00 feet; thence North 01 degree 16 minutes 42 seconds East 300.00 feet; thence North 87 degrees 49 minutes 18 seconds West 726.00 feet; thence along the West line of Section 8, South 01 degree 16 minutes 42 seconds West 300.00 feet to the point of beginning.

The redemption period shall be 6 months from the date of such sale, unless determined abandoned in accordance with MCLA §600.3241a, in which case the redemption period shall be 30 days from the date of such sale. TO ALL PURCHASERS: The foreclosing mortgagee can rescind the sale. In that event, your damages, if any, are limited solely to the return of the bid amount tendered at sale, plus interest.

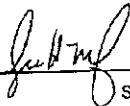
If the property is sold at foreclosure sale, pursuant to MCL 600.3278, the borrower will be held responsible to the person who buys the property at the mortgage foreclosure sale or to the mortgage holder for damage to the property during the redemption period.

Dated: May 3, 2016
Orlans Associates, P.C.
Attorneys for Servicer
P.O. Box 5041
Troy, MI 48067
File No. 15-019594

(Affidavit of Posting)

STATE OF MICHIGAN,
ss.
COUNTY OF OAKLAND

Scott Witmer being duly sworn, deposes that on the 9th day of May, 2016 A.D., he/she posted a notice, a true copy of which is annexed hereto, in a conspicuous place upon the premises described in said notice by attaching the same in a secure manner to 13486 Armstrong Rd, South Rockwood, MI 48179.



Scott Witmer

Subscribed and sworn before me on this 11th day of May 2016 A.D.



Sherree B. Glynn

Notary Public Oakland County, Michigan. My commission expires: February 5, 2021. Acting in Oakland County, Michigan.

(05-03)(05-24)

CHECK IF

☐ Vacant
☐ Multi-Unit ☐ Upper-Unit ☐ Lower-Unit
☐ Multi-Addr ☐ Unit 1 ☐ Unit 2 ☐ Unit A ☐ Unit B
☐ Condo ☐ Mobile/Manufactured Home ☐ No Dwelling

FHLMC

Attorney Office: Orlans Associates P.C. - Orlans Associates
Attorney File#: 15-019594
Notice ID: 1275573

15-019594

EXHIBIT 9

EVICTIION NOTICE

BY ORDER OF THE SHERIFF

NOTICE TO THE TENANT (DEFENDANT)

You are hereby directed to vacate the premises along with your personal property immediately. If you do not comply with the eviction order, the sheriff's department along with the plaintiff/landlord will return to remove you and your personal property from the residence.

NOTICE TO THE PLAINTIFF/LANDLORD

Entry into these premises is unlawful without the presence of the Monroe County Sheriff's Office Civil Division and is criminally punishable. Please contact the Civil Division at 734-240-7423 to schedule an eviction appointment as soon as possible as appointment times and dates fill quickly.

NOTICE:

ANY AND ALL PERSONAL PROPERTY REMOVED FROM ANY DWELLING AND SET TO THE RIGHT-OF-WAY ON THE DAY OF EVICTION IS CONSIDERED PUBLIC PROPERTY UPON DEPARTURE BY THE DEPUTY ASSIGNED. THE MONROE COUNTY SHERIFF'S DEPARTMENT ASSUMES NO LIABILITY TO ANY BELONGINGS NOT COLLECTED AND KEPT BY THE DEFENDANT/TENANT BEFORE THE PROPERTY IS REMOVED FROM THE PREMISES.

Approved, SCAO

Original - Officer return
1st copy - Court2nd copy - Defendant
3rd copy - Plaintiff

1st STATE OF MICHIGAN JUDICIAL DISTRICT	APPLICATION AND ORDER OF EVICTION Landlord-Tenant / Land Contract	CASE NO. 16-V-3789-SP
Court address 106 E. 1st Street, Monroe, MI 48161		Court telephone no. (734) 240-7076

Plaintiff's name, address, and telephone no.

RYAN NEWBERRY, JACQUELYNN NEWBERRY, and
TERRY NEWBERRY
c/o Simon PLC Attorneys & Counselors

Plaintiff's attorney, bar no., address, and telephone no.

JOHN W. POLDERMAN (P65720)
37000 Woodward Avenue, Suite 250
Bloomfield Hills, MI 48304
(248) 720-0290

v

Defendant's name(s) and address(es)

ROBERT J. TAYLOR and SHARON TAYLOR
13486 Armstrong Road
South Rockwood, Michigan 48179P.O. Box 505
Carleton, MI 48117**NOTE:** An application may be required even though a
request for an order of eviction is granted in the judgment.**APPLICATION**

1. On 08/19/2016 judgment was entered against the defendant(s) and the plaintiff was awarded
Date possession of the following described property: 13486 Armstrong Road, South Rockwood, Michigan 48179

2. No payment has been made on the judgment or no rent has been received since the date of judgment, except the sum of
\$ 0.00 received under the following conditions: None

3. The plaintiff has complied with the terms of the judgment.
4. The time stated in the judgment before an order of eviction can be issued has elapsed.

I declare that the statements above are true to the best of my information, knowledge, and belief.

10/11/2016

Date

Plaintiff/Attorney signature

ORDER OF EVICTION**IN THE NAME OF THE PEOPLE OF THE STATE OF MICHIGAN:****To the Court Officer:** You are ordered to restore the plaintiff to, and put the plaintiff in, full possession of the premises.OCT 11 2016

Date issued

Judge

JACK VITALE P-21847

Bar no.

NOTE: In tenancy cases, this order must be executed within 56 days of the issuance date.

JS 44 (Rev. 10/20)

CIVIL COVER SHEET

County in which action arose

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

(b) County of Residence of First Listed Plaintiff

(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

DEFENDANTS

County of Residence of First Listed Defendant

Case: 2:21-cv-12979

Judge: Borman, Paul D.

MJ: Grand, David R.

Filed: 12-21-2021 At 01:59 PM

CMP TAYLOR V. MONROE COUNTY SHERIFFS
OFFICE ET AL (DA)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☒ 1 ☒ 1
- Citizen of Another State ☐ 2 ☐ 2
- Citizen or Subject of a Foreign Country ☐ 3 ☐ 3
- Incorporated or Principal Place of Business in This State ☒ 4 ☒ 4
- Incorporated and Principal Place of Business in Another State ☐ 5 ☐ 5
- Foreign Nation ☐ 6 ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	PROPERTY/INTELLECTUAL	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions		

- ☐ 1 "Original" Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Removed from Appellate Court
- ☐ 4 Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Jurisdictional Litigation - Transfer
- ☐ 7 Jurisdictional Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

Brief description of cause:

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

\$50,000,000

CHECK YES only if demanded in complaint:

JURY DEMAND:

☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE: December 21, 2021

SIGNATURE: [Signature]

OF RECORD: [Signature]

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG JUDGE _____